

# **CHIVAHO FEDERAL CREDIT UNION ON-LINE BANKING POLICY**

Chivaho On-line Banking System is an Internet account access service. It is provided by Chivaho Federal Credit Union ("Chivaho") to its members at no additional charge.

## **Access to the Chivaho On-Line Banking System**

A member requesting on-line banking services will be enrolled on an individual basis and will execute an Electronic Funds Transfer Agreement and Application ("Funds Transfer Agreement"). A password ("Password") will be selected by the member. Upon enrollment and after the Password has been entered into the Chivaho On-Line Banking System, Chivaho staff will not be able to retrieve the Password. The member will have the option to change Passwords at his or her discretion. Only authorized signatories on a member account will be authorized by Chivaho to use the on-line banking system.

Our internet address is: <http://www.chivaho.com>.

## **Types of Available Transactions**

The Chivaho On-Line Banking System will provide Internet access so you can:

- Obtain balances and other account details on your Credit Union accounts;
- Make transfers between your savings and checking accounts;
- Withdraw from your savings account, by check, to be mailed to your address-of-record on the next business day;
- Review transaction history;
- Obtain selected information on your loan accounts such as balance, due date of next payment and payoff information;
- Make loan payments by transferring funds from savings and checking accounts; and,
- Access online "Bill Pay"
- Obtain dividend information.

## **Availability of the Chivaho On-Line Banking System**

The Chivaho On-Line Banking System will normally be available 24 hours a day, seven days a week. However there may be times when the system is unavailable because of scheduled system maintenance, system upgrades and/or system repair. The Funds Transfer Agreement may be terminated at any time by either Chivaho or you. Chivaho may also terminate on-line access at its discretion at any time without notice.

## **Transaction Posting Times**

- Transfers made through the Chivaho On-Line Banking System will be immediately reflected on the member account.
- Checks requested through the Chivaho On-Line Banking System will be processed the next business day.
- Payment transfers made to loan accounts will be immediately reflected on both the loan account and share account.
- Any outstanding member ATM, POS or ACH transaction may not be reflected in the current account total and could be posted at a later date.
- Stop Payment Requests will be processed the same day if submitted during regular business hours. Any requests submitted after, Chivaho's regular hours will be processed the next business day. Chivaho's business days are Monday through Friday, excluding holidays.
- "Bill Pay" processing times can be reviewed on the Bill Pay site.

Chivaho will not be responsible for any incomplete transactions due to unavailability or improper use of the on-line banking system. Use of the on-line banking system is at your own risk. Subject to our regulatory responsibilities, although we will make every effort to ensure the accuracy of information on the Chivaho On-Line Banking System, Chivaho makes no representations or warranties regarding the accuracy of such information.

## **Password Confidentiality**

You have the responsibility to protect your own Password. If your Password is lost, stolen or becomes available for use by someone other than you, that person may gain access to your money and your accounts.

If you grant access to someone who is not an authorized signer or if an unauthorized person gains access to your Password and to your account from you, you will be liable for all unauthorized access, losses or misuse, until properly and timely reported to Chivaho.

By using the Chivaho On-Line Banking System, you agree to accept responsibility for protecting the integrity and secrecy of your Password, in order to prevent unauthorized transactions and/or account access.

You must notify us AT ONCE (by the fastest means possible) if you believe your account has been accessed without your authority. If you notify us within two (2) business days of an unauthorized access, your losses may be limited to \$50.00. If you do not notify us within two (2) business days after an unauthorized access, you might lose up to \$500.00.

If your statement shows unauthorized transfers or withdrawals from your account, notify us AT ONCE. You must notify Chivaho within 60 days after our transmission of the first statement on which the problem appears.

## **Errors or Questions About Your Chivaho On-Line Banking Transactions**

In case of errors or questions about the Chivaho On-Line Banking System transactions contact Chivaho at the following number or send Chivaho written notice at the following address as soon as you can.

(740) 775-3381 or write to  
Chivaho Federal Credit Union  
17273 St. Rt. 104  
Chillicothe, Ohio 45601

- Provide your name and account number.
- Describe the electronic transfer you are unsure about and explain as clearly as you can why you believe the credit union has made an error or why you need more information.
- Provide the amount of the suspected error.
- If you notify us orally, we may require that you also notify us in writing within ten (10) business days.

We will advise you of the results of our investigation within ten (10) business days after we receive your notice and; if appropriate, we will take corrective action promptly. If we need more time, however, we may take up to forty five days (45) to investigate your complaint or question.

### **Transfer Limitations**

Federal regulation limits transfers from your share savings account to no more than 6 transfers per calendar month if the transfers are to another of your Chivaho share accounts or to a third party by means of a preauthorized, automatic, or Audio Teller, or on-line banking instruction.

The function and limitations of Chivaho's Internet account access service may be updated, without notice, at the option of Chivaho Federal Credit Union in order to provide improved service to the membership.

### **Address and Telephone Numbers**

CHIVAHO Federal Credit Union

17273 St. Rt. 104  
Chillicothe, Ohio 45601  
Phone: (740) 775-3381  
Fax: (740) 775-3383

Or e-mail us: [memberservice@chivaho.com](mailto:memberservice@chivaho.com)

## **Periodic Statements**

You will receive a monthly statement unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may also view account activity through Chivaho On-Line Banking System.

## **Disclosure of Account Information to Third Parties**

Chivaho will disclose information to third parties about your account or the transactions you make:

- As necessary to complete a transaction.
- In order to verify the existence or condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with governmental agency or court orders.
- If you give us written permission.

## **DISCLAIMERS AND MISCELLANEOUS TERMS AND CONDITIONS**

### **Your Account Agreement**

The account agreement you signed to become a member of Chivaho also applies to your use of the Chivaho On-Line Banking System and the provisions of that agreement are incorporated herein.

### **Computer Software and Equipment**

You are solely responsible for the purchase, installation and maintenance of your own computer equipment. You agree that Chivaho has no liability whatsoever for any damage to your computer equipment or software (including, without limitation, any liability associated with any viruses infecting your computer equipment) arising from your use of the Chivaho On-Line Banking System. Chivaho makes no representations or warranties whatsoever that your computer equipment and/or software is suitable for using the Chivaho On - Line Banking System . Further, Chivaho is not responsible for any account errors arising from the malfunction of your computer equipment, your software or any failure of your Internet access service.

### **Termination**

Chivaho shall have the right to terminate or suspend your access to the Chivaho On-Line Banking System at its discretion. Again, you or Chivaho may terminate your Funds Transfer Agreement of Chivaho On-Line Banking System at any time, without notice.

### **Disclaimer of Warranty**

You expressly acknowledge and agree that your use of the Chivaho On-Line Banking System and any services obtained or linked through the use of the Chivaho On-Line Banking System and

any data transferred through the Chivaho On-Line Banking System is at your sole risk. **CHIVAHO ON-LINE BANKING SYSTEM AND ANY SERVICE PROVIDED THEREBY ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND AND CHIVAHO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CHIVAHO DOES NOT WARRANT THAT THE OPERATION OF THE CHIVAHO ON-LINE BANKING SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE. FURTHERMORE, CHIVAHO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE CHIVAHO ON-LINE BANKING SYSTEM, THE ACCURACY, THE RELIABILITY OR QUALITY OF ANY SERVICES OBTAINED THROUGH USE OF CHIVAHO ON-LINE BANKING SYSTEM.**

#### **Limitation of Liability**

**IN NO EVENT SHALL CHIVAHO BE LIABLE TO YOU OR ANY PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES ARISING OUT OF THE USE, AVAILABILITY OR UNAVAILABILITY OF CHIVAHO WEB VISION THROUGH USE OF THE CHIVAHO ON-LINE BANKING SYSTEM OR THE SERVICES PROVIDED THEREBY OR ANY DATA TRANSMITTED THROUGH THE CHIVAHO ON-LINE BANKING SYSTEM, EVEN IF CHIVAHO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### **Other Additional Terms**

You also agree to comply with all other agreements between you and Chivaho and with all applicable state and federal laws.

Chivaho may amend this agreement and will notify you of such amendment by written notice by electronic mail or regular mail sent to you at the address contained in your account records. If you use the services of the Chivaho On-line Banking System after we send you such a notice, your use will constitute your agreement to such amendments.

No right of Chivaho as set forth herein shall be deemed waived by Chivaho unless such waiver is in writing and signed by Chivaho. No delay or admission on the part of Chivaho in exercising any of its rights or remedies shall operate as a waiver of such rights or remedies. If Chivaho waives a right or remedy on one occasion, that waiver shall not be construed as a waiver of any rights or remedies in the future

